



Issue Date: February 10, 2012

REQUEST FOR PROPOSALS
FOR
COMMUNICATION SERVICES
INCLUDING:

Area 1 – Data Circuits
Area 2 – Internet Access
Area 3 – Voice Services

RFP #12-045GR-MC

ALBUQUERQUE PUBLIC SCHOOLS
TECHNOLOGY DEPARTMENT

TABLE OF CONTENTS

I. INTRODUCTION	1
1.0 Overview	1
1.1 Purpose of this Request for Proposal	1
1.2 Scope of Procurement.....	1
1.3 Procurement Manager	1
1.4 Definition of Terminology.....	2-4
1.5 Background Information	4
II. CONDITIONS GOVERNING THE PROCUREMENT	5
2.0 Overview	5
2.1 Sequence of Events	5
2.2 Explanation of Events	5
2.2.1 Issue of RFP.....	5
2.2.2 Return of Acknowledgments of Receipt Form for Distribution List.....	6
2.2.3 Deadline to Submit Written Questions.....	6
2.2.4 Response to Written Questions/RFP Amendments	6
2.2.5 Submission of Proposal	7
2.2.6 Proposal Evaluation.....	7
2.2.7 Selection of Finalists	7
2.2.8 Best and Final Offers from Finalists	7
2.2.9 Oral Presentation/Interviews by Finalists.....	8
2.2.10 Finalized Contract.....	8
2.2.11 Contract Award	8
2.2.12 Protest Deadline.....	8-9
2.3 General Requirements	9
2.3.1 Acceptance of Conditions Governing the Procurement	9
2.3.2 Incurring Costs.....	9
2.3.3 Contractor Responsibilities.....	9
2.3.4 Subcontractors.....	9
2.3.5 Fingerprints and Background Checks.....	9-10
2.3.6 Amended Proposals	10
2.3.7 Offeror's Rights to Withdrawal Proposal.....	10
2.3.8 Proposal Offer Firm	10
2.3.9 Disclosure of Proposal Contents.....	10-11
2.3.10 No Obligation.....	11
2.3.11 Termination.....	11
2.3.12 Sufficient Appropriation	11
2.3.13 Legal Review	11
2.3.14 Governing Law	11
2.3.15 Basis for Proposal	11
2.3.16 Contract Terms and Conditions	12
2.3.17 Offeror's Terms and Conditions.....	12
2.3.18 Contract Deviations	12
2.3.19 Offeror Qualifications.....	12
2.3.20 Right to Waive Minor Irregularities	12
2.3.21 Change in Contractor Representatives	12
2.3.22 Notice.....	13
2.3.23 Proposal Acceptance Rights	13
2.3.24 Right to Publish.....	13

TABLE OF CONTENTS CONTINUED

2.3.25	Ownership of Proposals	13
2.3.26	Confidentiality	13
2.3.27	Electronic Mail Address Required.....	13
2.3.28	New Mexico Employees Health Coverage	13-14
III. RESPONSE FORMAT AND ORGANIZATION		15
3.0	Overview	15
3.1	Number of Responses.....	15
3.2	Number of Copies	15
3.3	Proposal Format.....	15
3.4	Proposal Organization	15
3.4.1	Organization and Indexing	15-16
3.4.2	Order of Items.....	16
3.4.3	Inclusion of Completed Forms	16
3.4.4	Costs, Rates, or Expenses Discussion	16
3.4.5	Marking of Binders.....	16
3.4.6	Other Supporting Material.....	16
3.5	Letter of Transmittal	16
IV SPECIFICATIONS		17
4.0	Overview	17
4.1	Information.....	17
4.1.1	Funding	17
4.1.2	Agency Resources/Facilities Provided.....	17
4.1.3	Work Performance.....	18
4.2	Scope of Work.....	18
4.3	Scope of Procurement	18
4.4	Technical Specifications.....	18-19
4.5	Mandatory Specifications.....	19
4.5.1	Authority to Provide Data Circuits	20
4.5.2	Authority to Provide Internet Access	20
4.5.3	Authority to Provide Voice Services.....	20
4.5.4	Service Capability.....	21
4.5.5	Cost	21
4.5.6	Oral Presentation/Interview (if required)	21
4.5.7	New Mexico Employees Health Insurance	21
4.5.8	Campaign Contribution Disclosure Form	21
4.5.9	Conflict of Interest and Debarment/Suspension Form.....	21
4.5.10	Statement of Confidentiality Form.....	22
4.6	Desirable Specifications	22
4.6.1	Data Circuit, Internet Access, and Voice Services References	22
4.6.2	Data Circuit, Internet Access, and Voice Services Reliability	22
4.6.3	Data Circuit, Internet Access, and Voice Services Experience.....	22-23
4.6.4	Data Circuit, Internet Access, and Voice Services Certification.....	23
V EVALUATION		24
5.0	Overview	24
5.1	Evaluation Points Summary.....	25-26
5.2	Mandatory Specifications.....	27

TABLE OF CONTENTS CONTINUED

5.2.1	Authority to Provide Data Circuits.....	27
5.2.2	Authority to Provide Internet Access	27
5.2.3	Authority to Provide Voice Services.....	27
5.2.4	Service Capability.....	27
5.2.5	Cost	27
5.2.6	Oral Presentation/Interview (if required)	27
5.2.7	New Mexico Employees Health Coverage	27
5.2.8	Campaign Contribution Disclosure Form	27
5.2.9	Conflict of Interest and Debarment/Suspension Form	27
5.2.10	Statement of Confidentiality Form	28
5.3	Desirable Specifications	28
5.3.1	Data Circuit, Internet Access and Voice Services References	28
5.3.2	Data Circuits, Internet Access, and Voice Services Reliability	28
5.3.3	Data Circuits, Internet Access and Voice Services Experience	28
5.3.4	Data Circuits, Internet Access and Voice Services Certifications	28
5.4	Evaluation Process.....	28-30
APPENDICES:		
A.	Acknowledgement of Receipt Form.....	31
B.	Letter of Transmittal Form	32
C.	New Mexico Employees Health Coverage Form.....	33
D.	Cost Response Form.....	34-37
E.	Campaign Contribution Disclosure Form	38-40
F.	Conflict of Interest and Debarment Form	41
G.	Statement of Confidentiality Form.....	42
H.	Offeror Information/Signature Form.....	43
I.	Submittals Check Off List	44
J.	Location Index	45-50

I. INTRODUCTION

1.0 Overview

The Albuquerque Public Schools seeks a communications service provider(s) in accordance with the specifications contained in this Request for Proposal (RFP). In particular, the services requested herein and to be provided under any contract awarded as a result of this RFP are for data circuits, internet access, and voice services as needed by the district.

1.1 Purpose of this Request for Proposal

The Office of the Chief Information Officer of Albuquerque Public Schools is requesting proposals for communications services that will qualify for federal E-Rate program funding and provide Internet access, data connections among district sites, and voice communications.

This RFP is intended to solicit responses from qualified telecommunications carriers that are interested in providing the services listed below.

- Public Internet access at speeds from 2-Gbps to 10-Gbps.
- Broadband data connection services at speeds from 30-Mbps to 10-Gbps.
- Voice communication services including DSS, DS1, DS3, ISDN/PRI and 1FB (POTS service).

1.2 Scope of Procurement

The scope of procurement is to secure an agreement with a communications service provider(s) who has the ability and resources to, and will, provide data circuits, internet access, and voices as needed by the district with opportunities for doing business with departments, schools, and charter schools for the Albuquerque Public Schools.

1.3 Procurement Manager

The agency has designated a Procurement Manager who is responsible for the conduct of this procurement. The Procurement Manager's name, address, and telephone number are listed below:

Name:	Gustavo Rossell
Title:	District Buyer
Address:	6400 Uptown Blvd. NE, Ste. 600 West
City, State, Zip	Albuquerque, NM 87110
Telephone:	505-878-6125
Fax Number:	505-830-1161
Email:	rossell@aps.edu

Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding the procurement. Other Albuquerque Public Schools employees do not have the authority to respond on behalf of APS.

1.4 Definition of Terminology

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

- 1.4.1 “**Agency**” or “**APS**” means Albuquerque Public Schools.
- 1.4.2 “**Award**” or “**Award of Contract**” shall mean a formal written notice by APS that APS has selected a firm(s) to enter into a contract for services.
- 1.4.3 “**Binder**” means RFP documents to be placed in individual sections as outline in response format and organization. Binder #1, #2, and #3 can be either binders, spiral bound, folders, stapled, etc.
- 1.4.4 “**Close of Business**” means 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.
- 1.4.5 “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction derived from an ITB or RFP.
- 1.4.6 “**Contract Manager**” means the individual selected by the Albuquerque Public Schools to monitor and manage all aspects of the contract resulting from this RFP.
- 1.4.7 “**Contractor**” means a successful Offeror who enter into a binding contract.
- 1.4.8 “**Deliverable**” means any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project.
- 1.4.9 “**Desirable**” The terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).
- 1.4.10 “**Department**” For the purposes of administrating the RFP and associated proposals, “Department” means the Technology Department.
- 1.4.11 “**Determination**” means the written documentation of a decision of a Procurement Manager including findings of fact supporting a decision. A determination becomes part of the procurement file to which it pertains.
- 1.4.12 “**Director**” means the Director of the Albuquerque Public Schools Procurement Department or a designated representative.
- 1.4.13 “**Employer**” means any for-profit or not-for-profit business, regardless of location, that employs one or more persons that qualify as a “New Mexico Employee”. (See below.) Such definition does not include governmental entities.
- 1.4.14 “**Evaluation Committee**” means a body appointed by the Albuquerque Public Schools management to perform the evaluation of Offeror proposals.

- 1.4.15 **“Evaluation Committee Report”** means a report prepared by the Procurement Manager and the Evaluation Committee for submission to the Director of Procurement for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.
- 1.4.16 **“Finalist”** is defined as an Offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.
- 1.4.17 **“Mandatory”** The terms “must,” “shall,” “will,” “is required,” identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.
- 1.4.18 **“Milestone”** means a significant event in a project, usually the completion of a major deliverable.
- 1.4.19 **“Albuquerque Public Schools Employee”** means any employee of the Albuquerque Public Schools, performing the majority of their work within the Albuquerque Metropolitan area, for any school or department regardless of the location of the employer’s office or offices.
- 1.4.20 **“Offer”** means to make available to all New Mexico employees, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of the Executive Order. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*
- 1.4.21 **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
- 1.4.22 **“Procurement Manager”** means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive sealed proposals.
- 1.4.23 **“Purchasing Agent”** means the purchasing agent for the Albuquerque Public Schools or a designated representative.
- 1.4.24 **“Request for Proposals” or “RFP”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
- 1.4.25 **“Requirements”** are obligatory and mean the system functions that are related to the organization’s goals and business opportunities. Requirements are defined by the project team and are usually prioritized.
- 1.4.26 **“Responsive Offeror Responsive Proposal”** means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity, or delivery requirements.

- 1.4.27 “**Responsible Offeror**” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that its financial resources production, or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.
- 1.4.28 “**Solicited and Awarded**” means an ITB or RFP was made available to the general public, through any means, after September 11, 2011 AND the contract(s) sought as a result of that solicitation was/were awarded after September 11, 2011.
- 1.4.29 “**Solicitations**” means ITBs and RFPs.

1.5 Background Information

This section provides background on the Albuquerque Public Schools Data Circuits, Internet Access, and Voice Services which may be helpful to the Offeror in preparing the proposal. The information is provided as an overview and is not intended to be a complete and exhaustive description.

APS is the largest school district in New Mexico and one of the nation’s largest school districts covers more than 1,230 square mile geographical area that presently encompasses all the Albuquerque metro area in Bernalillo County and one school in Sandoval County. Currently, the district has 139 schools: 13 high schools, 10 alternative high schools, 27 middle schools, 89 elementary schools, plus 33 Charter Schools in 2009-2010. Additional schools and/or departments may be added to APS during the life of any resulting contract. APS has approximately 89,500 students and 13,500 employees, 12,907 full time and 6,500 teachers, and 2,081 classroom educational assistants. The successful Offeror(s) must share the philosophy of and understand the legal obligation of APS to be a responsible steward of public funds and the need to aggressively control costs in an innovative and effective manner.

An elected Board of Education composed of seven members serving staggered terms of four years each governs the District. The Superintendent is Winston Brooks.

Within the APS structure the Information Technology Department provides support for all technology including performance and installation of all data circuits, internet access, and voice services.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, and describes the major procurement events, and the conditions governing the procurement.

2.0 Overview

This section of the document contains the RFP schedule for the procurement, describes the major procurement events and milestones and specifies general conditions governing the procurement.

2.1 Sequence of Events

The Procurement Manager will make every effort to adhere to the following schedule:

	<u>Action</u>	<u>Responsibility</u>	<u>Estimated Date</u>
2.2.1.	Issue RFP	Albuquerque Public Schools	2/10/12 (Fri)
2.2.2.	Return of acknowledgement of Receipt Form for Distribution List	Potential Offerors	2/21/12 (Tue)
2.2.3.	Deadline To Submit Additional Questions	Potential Offerors	2/21/12 (Tue)
2.2.4.	Response to Written Questions/RFP Amendments	Albuquerque Public Schools	2/24/12 (Fri)
2.2.5.	Submission of Proposal	Offerors	03/9/12 (Fri) 11:00 a.m.(MDT)
2.2.6.	Proposal Evaluation	Evaluation Committee	03/12/12 (Mon)
2.2.7.	Selection of Finalists	Evaluation Committee	TBD
2.2.8.	Best and Final Offers from Finalists	Finalists Offerors	TBD
2.2.9.	Oral Presentation/Interview by Finalists if required	Finalists Offerors	TBD
2.2.10.	Finalize Contract	Albuquerque Public Schools Offeror	TBD
2.2.11.	Contract Award	Albuquerque Public Schools	TBD
2.2.12.	Protest Deadline	Offerors	15 Days after the Contract Award

2.2. Explanation of Events

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph 2.1.

2.2.1 Issue of RFP

This RFP is being issued by the Technology Department, and the Procurement Department of the Albuquerque Public Schools.

2.2.2 Return of Acknowledgements of Receipt Form for Distribution List

Potential Offerors **may** hand deliver or return by facsimile or by registered or certified mail the “Acknowledgement of Receipt Form” that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. This form **must** be signed by an authorized representative of the organization and delivered to the Procurement Manager no later than the date specified in the Sequence of Events. The procurement distribution list will be used for the distribution of important information regarding this procurement. Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror’s organization name shall not appear on the distribution list.

2.2.3 Deadline to Submit Written Questions

Potential Offerors **may** submit written questions as to the intent or clarity of this RFP until close of business on the date specified in the Sequence of Events. All written questions **must** be sent by email and addressed to the Procurement Manager (see Paragraph 1.3).

2.2.4 Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed to all potential Offerors whose organization name appears on the procurement distribution list, via electronic mail (e-mail). A valid e-mail address **must** be provided for this and other purposes. An Acknowledgement of Receipt Form will accompany the distribution package. The form **must** be signed by the Offeror’s representative, dated, and hand-delivered or returned by facsimile or by registered or certified mail by the date indicated thereon. **(E-mail replies are unacceptable in this case.)**

Failure to return this form may constitute a presumption of receipt and withdrawal from the procurement process. Therefore, the Offeror’s organization name shall be dropped from the procurement distribution list. Written responses to written questions and any RFP amendments will be emailed to Offerors on the distribution list. Written responses to written questions and any RFP amendment(s) will be posted on the APS website. Go to www.aps.edu/procurement and click on “See Current Bids and RFPs” link to download amendment(s). It is the responsibility of every Offeror to ensure they have downloaded the latest version of each solicitation, including any amendment(s) which may have been issued, by revisiting this website prior to the due date before submitting their response to the Albuquerque Public Schools. Any amendment(s) must be acknowledged in the RFP response in Binder #2. **Failure to sign and return any amendment(s) will be considered as non-responsive and RFP response will be rejected.**

Additional written requests for clarification of distributed answers and/or amendments **must** be received by the Procurement Manager no later than two (2) days after the answers and/or amendments were issued.

2.2.5 Submission of Proposals

ALL OFFEROR PROPOSALS **MUST** BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 11:00 AM MOUNTAIN DAYLIGHT TIME ON MARCH 9, 2012. **Proposals received after this deadline will not be accepted.** The date and time of receipt will be recorded on each proposal. Proposals must be delivered to the following address:

Name: Gustavo Rossell
Title: District Buyer
Hand Carry or Courier Address: APS Procurement Department
6400 Uptown Blvd. NE, Ste. 600 West
Albuquerque, NM 87110

Name: Gustavo Rossell
Title: District Buyer
US Postal Service Delivery Address: APS Procurement Department
PO Box 25704
Albuquerque, NM 87125

Telephone: 505-878-6125
Fax Number: 505-830-1122
Email: rossell@aps.edu

Proposals must be sealed and labeled on the outside of the package to clearly indicate a response to the “Communications Services, RFP #12-045GR-MC”. Proposals submitted by facsimile or other electronic means will not be accepted. A public log will be kept of the names of all Offerors. Pursuant to section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors during the negotiation process.

2.2.6 Proposal Evaluation

The evaluation of proposals will be performed by the Evaluation Committee (EC) appointed by Albuquerque Public Schools management. During this time, the Procurement Manager may initiate discussion with Offerors who submit proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

2.2.7 Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors.

2.2.8 Best and Final Offers From Finalists

Finalist Offerors **may** be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by date specified in the Finalist Notification Letter. Best and final offers may be clarified and amended at the finalist Offeror’s oral evaluation.

2.2.9 Oral Presentation/Interview by Finalists (if required)

APS reserves the right to request and conduct oral presentations/interviews with finalists. Finalist Offerors will be required to present their proposals and respond to Evaluation Committee questions on date listed in the sequence of events. APS reserves the right to extend the time at its sole discretion. All oral presentations/interviews will be held in Albuquerque, New Mexico. Finalist Offerors will be limited to duration of presentation as determined by the Evaluation Committee..

2.2.10 Finalize Contract

The Contract will be finalized with the most advantageous Offeror. This date is subject to change at the discretion of APS. In the event that mutually agreeable terms cannot be reached within the time specified, APS reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process or reserves the right to cancel the award.

2.2.11 Contract Award

After review of the Evaluation Committee Report and the signed contract, the Albuquerque Public Schools will award the contract on date listed in the Sequence of Events. This date is subject to change at the discretion of the APS Purchasing Manager.

This contract shall be awarded to the Offeror whose proposal is most advantageous taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

2.2.12 Protest Deadline

Any protest by an Offeror must be in conformance with 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15)-day protest period for responsive Offerors shall begin on the day following the contract award and will end as of 5:00 PM MDT on the fifteenth (15) calendar day following the agreement award. Protest must be in writing and include the name and address of the Protester and the request for the proposal number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Procurement Director. The protest must be delivered to the following address.

Name	Mark Heckart, C.P.M.
Title	Procurement Director
Hand Carry or Courier Address:	APS Procurement Department 6400 Uptown Blvd. NE, Ste. 600 West Albuquerque, NM 87110

Name:	Mark Heckart, C.P.M.
Title:	Procurement Director
US Postal Service Delivery Address	APS Procurement Department PO Box 25704 Albuquerque, NM 87125

Telephone: (505) 878-6112
Fax No: (505) 830-1161
E-Mail: heckart_m@aps.edu

Protests received after the deadline will not be accepted.

2.3 General Requirements

This procurement will be conducted in accordance with the State Procurement Code, Chapter 13-1-28-thru 13-1-199 NMSA 1978 and applicable procurement regulations.

2.3.1 Acceptance of Conditions Governing the Procurement

Offerors **must** indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in the Section V of this RFP.

2.3.2 Incurring Cost

Any cost incurred by the Offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

2.3.3 Contractor Responsibility

The contractor shall solely be responsible for performance under this contract. APS will make contract payments only to the prime contractor.

2.3.4 Subcontractors

The use of subcontractors is allowed. If utilized, the prime contractor shall be solely responsible for the entire performance of the contract. Additionally, the prime contractor must receive approval, in writing, from the APS before any subcontractor is used during the term of this agreement.

2.3.5 Fingerprints and Background Checks

Per Section 1 Section 22-10-3.3 NMSA 1978 (being Laws 1997, Chapter 238, Section 1) New Mexico Statutes and State Board of Education Rules require that all applicants who have been offered employment, contractors, and contractor's employees with unsupervised access to students be fingerprinted in order to establish positive identification for a state and federal criminal background check. Albuquerque Public Schools will also require said applicants or prospective contractors to pay for the cost of obtaining the fingerprints and background check. Employment or contract may be denied under the Criminal Offender Employment Act if the background check reveals a history of convictions of felonies or misdemeanors, or other information (supported by independent evidence) that could establish unfitness for working in proximity to children and youth. Records and any related information shall be privileged and shall not be disclosed to a person not directly involved in the employment decision regarding the applicant or contractor.

If your proposal is accepted and a contract is awarded, contractor(s) may complete the fingerprinting process prior to serving APS students. Ongoing contractor(s) and/or contractor's staff/employees may be required to complete the finger printing process every two (2) years. Fingerprints are taken on a walk-in basis at APS Central Office, 6400 Uptown Blvd. NE, Suite 105E, Albuquerque, NM 87110. Fingerprinting hours are 8:00 AM – 3:30 PM, weekdays. Candidates must bring picture identification, a **Visa or MasterCard Debit/Credit card, or a cashier's check or money order in the amount of \$33.00 payable to Board of Education.** Cash and personal checks are not acceptable.

The APS Personnel Department will forward the cards and funds to the State and the Federal Bureau of Investigation. Receipt of a report requiring further investigation may result in suspension or cancellation of the contract.

2.3.6 Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. APS personnel will not merge, collage, or assemble proposal materials.

2.3.7 Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative(s) addressed to the Procurement Manager.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

2.3.8 Proposal Offer Firm

Responses to this RFP, including costs, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after the due date for the receipt of a best and final offer, if one is solicited by the Procurement Manager.

2.3.9 Disclosure of Proposal Contents

The proposals will be kept confidential until Contracts are awarded by the APS Procurement Department. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Confidential data are normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Albuquerque Public Schools Procurement Manager shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

2.3.10 No Obligation

The procurement in no manner obligates the Albuquerque Public Schools or any of its departments, schools, and charter schools to the use of Offeror services until a valid written contract is approved.

2.3.11 Termination

This RFP may be canceled at any time and any/all proposals may be rejected in whole or in part when the Procurement Department determines such action to be in the best interest of the Albuquerque Public Schools.

2.3.12 Sufficient Appropriation

The terms of any contract entered into are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico for the performance of such agreement(s). If sufficient appropriations and authorization are not made the Legislature, such agreement(s) shall terminate upon a written notice being given by the Procurement Department to the Contractor. The Procurement Department's decision as to whether appropriations are available shall be accepted by the Contractor and shall be final. However, the Procurement Department agrees not to use insufficient appropriations as a means of terminating this agreement in order to acquire functionally equivalent services from a third party.

2.3.13 Legal Review

The Agency requires that all Offerors agree to be bound by the general requirements as stated in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Manager.

2.3.14 Governing Law

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

2.3.15 Basis for Proposal

Only information supplied by the Agency in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

2.3.16 Contract Terms and Conditions

The contract between the Agency and a contractor will follow the format specified and contain the terms and conditions set forth in the “Scope of Work.” However, the Agency reserves the right to negotiate with a successful Offeror provisions in addition to or modifications of those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror’s proposal will be incorporated into and become part of the contract.

Should an Offeror object to any of the Agency’s terms and conditions, that Offeror must propose specific alternative language. The Agency may or may not accept the alternative language. General references to the Offeror’s terms and conditions or attempts at complete substitutions are not acceptable to the Agency and will result in disqualification of the Offeror’s proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

2.3.17 Offeror’s Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with the Agency.

2.3.18 Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror’s proposal.

2.3.19 Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in 13-1-83 and §13-1-85 NMSA 1978.

2.3.20 Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all responding Offerors failed to meet the mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

2.3.21 Change in Contractor Representatives

The agency reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the Agency, meeting its needs adequately.

2.3.22 Notice

The Procurement Code, 13-1-28 through §13-1-199 NMSA, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

2.3.23 Proposal Acceptance Rights

The Agency reserves the right to accept all or a portion of an Offeror's proposal.

2.3.24 Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the Agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or work which may derive from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

2.3.25 Ownership of Proposals

All documents submitted in response to the RFP shall become the property of the Agency.

2.3.26 Confidentiality

Any confidential information provided to, or developed by, the Contractor in the performance of the services under this contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

The Contractor(s) agree to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the Agency's written permission. By confidential information, we mean the software and related materials, including enhancements, which are designated as proprietary and confidential trade secrets of the licensor and licensee of the software. Contractor(s) will not remove any copyright, trademark, and other proprietary rights notice from the licensed software or related materials.

2.3.27 Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have and provide a valid e-mail address to receive this correspondence.

2.3.28 New Mexico Employees Health Coverage

1. For all contracts solicited and awarded on or after February 10, 2012: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to:

(a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than April 1, 2011, if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than April 1, 2011 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or,

(c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than April 1, 2011 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://insurenwmxico.state.nm.us/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

III. RESPONSE FORMAT AND ORGANIZATION

3.0 Overview

This section describes the format and organization of the Offeror's response. Failure to conform to these specifications may result in the disqualification of the proposal.

3.1 Number of Responses

Potential Offerors shall submit only one proposal in response to this RFP.

3.2 Number of Copies

Offerors shall deliver the number of copies of their proposal indicated in Section 3.4.1 below to the location specified in Paragraph 2.2.5, on or before the closing date and time for receipt of proposals. Within each section of their proposal, Offerors should address the items as they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate sections of the proposal. **APS is not responsible for making copies of any RFP and it will be considered as non-responsive and rejected if copies are not submitted**

3.3 Proposal Format

All proposals must be typewritten on standard 8 ½ x 11 paper and placed within the specified binders with tabs delineating each section. Each binder must be physically separate. (Also reference paragraph 3.4.5 Marking of Binders.)

3.4 Proposal Organization

The following requirements apply to proposal organization and content. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

3.4.1 Organization and Indexing

The proposal must be organized, indexed and pages numbered in the following format and must contain, at a minimum, all listed items in the sequence indicated with a tab for each item listed below. See Definition of Terminology for "Binder" Page 2.

Binder #1 (Mandatory) [1 original + 6 copies (7 separate binders total) required]

- a. Letter of Transmittal Form Copy (Original in Binder #2) (Appendix B)
- b. Table of contents
- c. Proposed Summary (*Optional)
- d. Response to Specifications

Binder #2 (Mandatory) [1 original + 1 copy (2 separate binders total) required]

- a. Original Acknowledgement of Receipt Form (Appendix A)
- b. Letter of Transmittal Form Original (Appendix B)
- c. New Mexico Employees Health Coverage Form (Appendix C)
- d. Completed Offeror Cost Response Form (Appendix D)
- e. Campaign Contribution Disclosure Form (Appendix E)

- f. Conflict of Interest and Debarment Form (Appendix F)
- g. Statement of Confidentiality Form (Appendix G)
- h. Offeror Information/Signature Page (Appendix H)
- i. Submittals Check off List (Appendix I)
- j. Location Index (Appendix J)
- k. Addendum(s) if applicable

Binder #3 (Optional) [1 original + 6 copies (7 separate binders total) required]

Other Supporting Material (refer to 3.4.6. below)

*Optional Proposed Summary is for informational overview only and will not be scored.

3.4.2 Order of Items

Within each section of their proposal(s), Offeror should address the items in the order in which they appear in this RFP.

3.4.3 Inclusion of Completed Form

All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

3.4.4 Costs, Rates, or Expenses Discussion

All discussion of the proposed costs, rates, or expenses must occur only in the Offeror Cost Response Form, Appendix D, unless otherwise stated.

3.4.5 Marking of Binders

Proposal binders should be clearly labeled and numbered. The original copy of each binder should be clearly marked as “Original” on the front of the binder.

3.4.6 Other Supporting Material

Offeror may attach other materials that they feel may improve the quality of their responses. Unless provided in specific response to the requirements, this material should be included in Binder #3. While the material in Binder #3 may be reviewed by the members of the evaluation committee for background information, it WILL NOT be included in the scoring of the proposal.

3.5 Letter of Transmittal

Each proposal must be accompanied by the completed and signed Letter of Transmittal Form (Appendix B) and placed in Binder #1.

IV. SPECIFICATIONS

4.0 Overview

This section contains the mandatory and desirable specifications as well as related information. Offerors must respond to the mandatory specifications and should respond to the desirable specifications of this RFP providing the required responses, documentation, or assurances, and complete the Offeror Cost Response Form attached as Appendix D. Failure to respond to a desirable requirement will result in zero (0) points being awarded for that specification.

4.1 Information

The scope of work shall consist of providing communication services through the provision of qualified staff and appropriate resources to assist in all aspects as listed below

This work shall include one or more of the following Areas of Works:

Area 1 – Data Circuits

Area 2 – Internet Access

Area 3 – Voice Services

The work associated with each of these areas of work is described in 4.4 below. **Offerors are encouraged to bid on any of the individual Area(s) of Work or all Areas of Work.** If the Offeror proposes to perform less than all requested Areas of Work, this must be clearly delineated, and the Offeror must clearly state that work which it does not propose to undertake. APS may award contracts covering one or more Areas of Work to different Finalists Offerors. Please explain how you would interact with other Contractors to ensure the seamless provision of services.

4.1.1 Funding

Funding will be made available through the Technology Department, site, school, and/or charter school; however, funding is contingent upon state and federal appropriations.

4.1.2 Agency Resources/Facilities Provided

The Chief Information Officer or designee will **NOT** provide work space for these communication services (data circuits, internet access, and voice services). The Contractor(s) providing service under this RFP shall be responsible for the furnishing of facilities/workspace and associated furnishings, utilities, and equipment at their place of business.

APS personnel involvement does not relieve the contractor of the responsibility of providing the required support for communication services.

The Chief Information Officer or designee will be the primary contact and may coordinate these communication services (data circuits, internet access, and voice services) for other sites, schools, and/or charter schools with the Contractor.

4.1.3 Work Performance

For the purpose of preparing proposals, Offerors are to assume that on-site work will be performed at various APS sites, schools, and/or charter schools in Albuquerque, New Mexico. Contractor's management staff may be expected to complete a fingerprint and background check if project is located at a school or charter school.

4.2 Scope of Work

The Technology Department is the owner requiring the work. However, each department, school, or charter school may require data circuits, internet access, or voice services as needed.

4.3 Scope of Procurement

The scope of procurement shall encompass the defined Scope of Work in this RFP. The contract schedule is to be determined after award of contract, and upon receiving all required approvals, whichever is later for a term of one year. The contract may be extended for up to four (4) additional one (1) year periods, or any portion thereof at the discretion of APS, pursuant to funding availability and satisfactory service provision, as determined by APS. In no circumstance shall the contract exceed a total of five (5) years in duration. Regardless of any termination date, any services still in progress will be carried to successful conclusion but without unduly prolonging the process. This procurement may result in multiple awards.

Although this contract is being bid on behalf of the Technology Department, individual schools or departments, state agencies or local public bodies will be referred to the successful Contractor in the event of requirements that can be adapted to the specific items awarded.

4.4 Technical Specifications

The Technology Department of the Albuquerque Public Schools is requesting proposals for telecommunications services. The intent of this proposal is to select a contractor to provide these communications services for the district with service beginning as of July 1, 2012. It is anticipated that this award will be eligible for federal E-Rate funding. The existing services are under contract through CenturyLink (formerly Qwest) until June 30, 2012. Transition period must be seamless to APS with no disruption of function or service level. Offerors may propose any one, or more, or in a combination of these services.

During the life of this contract, APS may seek to improve communications services and reduce operational costs by implementing new technologies and adding facility locations. These changes may include moving from analog and digital voice services to voice over IP (VoIP) technology, centralizing voice services and reducing the number of lines at each school/facility site, increasing data circuit bandwidth provided to each school/facility to support video streaming technologies, implementation of a disaster recovery site at a remote location, and incorporating wireless broadband to provide additional services for load balancing and business continuity.

APS intends to seek federal E-rate discounts for all eligible services. To be eligible for support, Telecommunications Services must be provided by a telecommunications carrier, that is, a company that offers telecommunications services on a common carriage basis. A telecommunications service is “the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public...” [47 U.S.C. 153(46)]. Telecommunications is defined as "the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received" [47 U.S.C. 153(43)]. All telecommunications carriers are required under FCC rules to be common carriers and to file FCC Form 499A (Telecommunications Reporting Worksheet). A service provider that is eligible to provide telecommunications services for E-rate discounts will have a “Y” under “Form 499 Filer” for its SPIN in the “SPIN Contact Search” on the SLD Web site.

In preparation of proposals, Offerors are encouraged to present “other processes, solutions, and/or guidelines” to address the minimum types of key services and elements described in the Scope of Work for data circuits, internet access, and voice services as needed by the district.

The following describes current services. We are looking for something that is equivalent or better to provide required data and voice communications services to APS facilities.

Data Services

- Broadband data communications over copper or fiber at speeds from 10-Mbps to 10-Gbps
- Network configuration is a “hub and spoke” arrangement with connections from each school/facility to the data center and administrative service center (630 Oak SE and 6400 Uptown NE). Load balancing occurs between the two hub locations.
- Elementary schools are connected at 30-Mbps at 89 locations
- Middle schools are connected at 50-Mbps at 27 locations
- High schools are connected at 100-Mbps at 13 locations
- Please visit <http://www.aps.edu/schools> for a complete listing of all schools

Internet Access Services

- Internet access services are currently installed only at the district's data center and main administrative office (630 Oak SE and 6400 Uptown NE). Current Internet connection speed is 2-Gbps.

Voice Services (local and long distance)

- Current voice services include: DSS, DS1, DS3, ISDN/PRI, and 1FB circuits (for POTS service).

4.5 Mandatory Specifications

FAILURE TO COMPLY WITH A MANDATORY SPECIFICATION WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL!

4.5.1 Authority to Provide Data Circuits

Offeror must have the legal authority to provide data circuits to public school districts in New Mexico as it relates to the needs of this RFP. A statement of concurrence required.

Offeror must conform to all state and federal regulations applicable to the proposed services, including but not limited to New Mexico Public Service Commission and Federal Communications Commission regulations. Offeror must be licensed by the required state and federal agencies to provide the proposed services. Offeror must submit evidence of licensing with the response to this proposal.

APS intends to seek Federal E-rate discounts for all eligible services. To be eligible for support, Telecommunications Services must be provided by a telecommunications carrier, that is, a company that offers telecommunications services on a common carriage basis. A telecommunications service is “the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public...” [47 U.S.C. 153(46)]. Telecommunications is defined as "the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received" [47 U.S.C. 153(43)]. All telecommunications carriers are required under FCC rules to be common carriers and to file FCC Form 499A (Telecommunications Reporting Worksheet). A service providers eligible to provide telecommunications services for E-rate discounts will have a “Y” under “Form 499 Filer” for its SPIN in the “SPIN Contact Search” on the SLD Web site.

4.5.2 Authority to Provide Internet Access

Offeror must have the legal authority to provide internet access to public school districts in New Mexico as it relates to the needs of this RFP. A statement of concurrence required.

4.5.3 Authority to Provide Voice Services

Offeror must have the legal authority to provide voice services to public school districts in New Mexico as it relates to the needs of this RFP. A statement of concurrence is required.

APS intends to seek Federal E-rate discounts for all eligible services. To be eligible for support, Telecommunications Services must be provided by a telecommunications carrier, that is, a company that offers telecommunications services on a common carriage basis. A telecommunications service is “the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public...” [47 U.S.C. 153(46)]. Telecommunications is defined as "the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received" [47 U.S.C. 153(43)]. All telecommunications carriers are required under FCC rules to be common carriers and to file FCC Form 499A (Telecommunications Reporting Worksheet). A service providers that is eligible to provide telecommunications services for E-rate discounts will have a “Y” under “Form 499 Filer” for its SPIN in the “SPIN Contact Search” on the SLD Web site.

4.5.4 Service Capability

In narrative form, describe your plan for providing the services requested. Include length of time in business. Also, provide any other information which will document that the Offeror has demonstrated competence, credibility, and responsiveness in the past and can be reasonably expected to perform in a like manner in the future.

4.5.5 Cost

Offerors must complete the Cost Response Form found in Appendix D and return it with the proposal.

This must be submitted in Binder #2 that is identified with your firm's name and labeled 'COST PROPOSAL'. Specify the one-time cost as well as recurring costs exclusive of tax. At time of award, APS will assign a price agreement number which will accommodate multiple billings during the life of the contract. This price agreement number must appear on all invoices.

Local APS travel will not be reimbursed. Offeror is expected to provide his/her own transportation to attend normal business meetings, oral presentations/interviews etc. and carry on the general activity associated with the Scope of Work. Out of town automobile travel specifically required by APS, will be reimbursed at the rate currently in effect for APS employees.

Any portion of this section pertaining to cost must be submitted in Binder #2 marked "COST PROPOSAL" and must be submitted with Proposal. *Note: no cost information is to be included in the Offeror's technical proposal.* Offers shall use the Cost Proposal Form included in this document. (See Cost Proposal Form, Appendix D.)

4.5.6 Oral Presentation/Interview (if required)

If selected as a finalist, the Offeror shall provide the Evaluation Committee the opportunity to interview all proposed core staff during an oral presentation/interview (if required) at a date, time, and place set by the Procurement Manager. The proposed on-site Customer Service Manager shall present the Offeror's proposal to the Evaluation Committee.

4.5.7. New Mexico Employee Health Coverage Form

The Offeror must agree with the terms, complete, signed, and include the New Mexico Employees Health Coverage Form (Appendix C) with their proposal.

4.5.8 Campaign Contribution Disclosure Form

Offeror must complete, sign, and include the Campaign Contribution Disclosure Form (Appendix E) with their proposal.

4.5.9 Conflict of Interest and Debarment/Suspension Certification Form

Offeror must complete, sign, and include the Conflict of Interest and Debarment/Suspension Certificate Form (Appendix F) with their proposal.

4.5.10 Statement of Confidentiality Form

Offeror must complete, sign and include the Statement of Confidentiality (Appendix G) with their proposal.

4.6. Desirable Specifications

FAILURE TO RESPOND TO A DESIRABLE REQUIREMENT WILL RESULT IN ZERO (0) POINTS BEING AWARDED FOR THAT SPECIFICATION.

4.6.1 Data Circuit, Internet Access and Voice Services References

The proposals should include three (3) external references from clients who receive similar services for Area 1 - Data Circuit, Area 2 - Internet Access, and Area 3 - Voice Services. In addition, two (2) references should be submitted for each proposed subcontractor. References may or may not be reviewed at the discretion of APS. APS reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror. The minimum information that should be provided about each reference is:

- a. Name of individual or company services were provided for;
- b. Address of individual or company;
- c. Name of contact person;
- d. Telephone number of contact person;
- e. E-mail address of contact person;
- f. Type of services provided and dates services were provided.

4.6.2 Data Circuit, Internet Access and Voice Services Reliability

The Offeror must submit a thorough narrative describing their relevant reliability and success providing and supporting services requested in this RFP that will meet the district's needs. Identify your service level commitments for outages, repair times, support hours, monitoring and similar work, as they exist in Albuquerque, New Mexico. What is your internal process for trouble reporting? What happens in your organization after notification of a problem? Specify any penalties or incentives for not meeting or exceeding these commitments. Are there sufficient personnel currently employed or will this contract necessitate new hires? Discuss your current service record. Do you provide reimbursement to your customers for services not provided or not needing service agreements?

4.6.3 Data Circuit, Internet Access and Voice Services Experience

Offeror should submit a detailed narrative describing their relevant corporate experience, including the experience of any proposed subcontractors. The documentation should thoroughly describe how the Offeror has supplied expertise for similar contracts and projects. Offeror may include any supporting documentation they wish that they feel will support their descriptive narrative.

The Offeror should submit a detailed narrative thoroughly describing its experience, and success providing and supporting services requested in this RFP that will meet the district's needs. Will you subcontract any portion of this proposal? Please explain. No assignment or transfer shall relieve the Offeror from his/her obligations and liabilities.

Can all the types and quantities of services used by APS be provided? Does the Offeror recommend other solutions that will be more cost effective for APS facilities?

4.6.4 Data Circuit, Internet Access and Voice Services Certification

In lieu of individual employee documentation, an Offeror may provide a statement that all employees who perform work at customer sites will have certifications that comply with state requirements for electric, low voltage controls, or specific telecommunications services being offered. Offeror must meet all qualifications to ensure that all warranties, expressed or implied, will be in full effect.

V. EVALUATION

5.0 Overview

The following paragraphs of this section describe the method of evaluating Offerors proposal(s).
FAILURE TO COMPLY WITH A MANDATORY SPECIFICATION WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL!

5.0.1 PROPOSAL EVALUATION CRITERIA

The following criteria should be addressed with regard to each of the Areas of Work for which Offeror is submitting a proposal. The Offerors' response to these criteria will form the basis of the points awarded in the review of proposals.

Each Area of Work will be scored separately. A total of 100 points may be awarded with regard to each Area of Work. Thus, the total possible points for each Area of Work are as follows:

Area 1 – Data Circuits.....	100
Area 2 – Internet Access.....	100
Area 3 – Voice Services.....	100

APS reserves the right to make a either a single or multiple award contract(s) for all Areas of Work or, in any combination for each specific area of work alternatively, award Contracts covering one or more Areas of Work to different Finalist Offerors, whichever is deemed to be in the best interests of APS. There may be more than one Contract award for each specific Area of Work. No points will be awarded for an Offeror's ability to bundle services. The Finalist Offeror with the highest combined score for all Areas of Work may not necessarily be awarded a contract for all Areas of Work if it is determined that it is in the best interest of APS to make awards to multiple Finalists Offerors involving less than all Areas of Work.

5.1 Evaluation Points Summary

The following is a summary of evaluation factors and the maximum point values assigned to each. These will be used in the evaluation of each Offeror proposal submitted. No additional points will be awarded for bundled services. Each point summary numbering sequence is identical with the exception of the area description listed for evaluation purposes.

Area 1	Data Circuits	
	Factor	Possible Points
5.2	Mandatory Specifications	
5.2.1.	Authority to Provide Data Circuits	0*
5.2.4.	Service Capability	20
5.2.5.	Cost	50
5.2.6.	Oral Presentation/Interview (if required)	100
5.2.7.	New Mexico Employees Health Insurance	0*
5.2.8.	Campaign Contribution Disclosure Form	0*
5.2.9.	Conflict of Interest and Debarment/Suspension Form	0*
5.2.10.	Statement of Confidentiality Form	0*
5.3.	Desirable Specifications	
5.3.1.	Data Circuit References	10
5.3.2.	Data Circuit Reliability	10
5.3.3.	Data Circuit Experience	5
5.3.4.	Data Circuit Certification	5
	Total Points without Oral Presentation/Interview	100
	Total (including 100 Points for Oral Presentation)	200

* Pass/Fail only. No points assigned.

Evaluation Points Summary Continued

Area 2	Internet Access	
	Factor	Possible Points
5.2	Mandatory Specifications	
5.2.2.	Authority to Provide Internet Access	0*
5.2.4.	Service Capability	20
5.2.5.	Cost	50
5.2.6.	Oral Presentation/Interview (if required)	100
5.2.7.	New Mexico Employees Health Insurance	0*
5.2.8.	Campaign Contribution Disclosure Form	0*
5.2.9.	Conflict of Interest and Debarment/Suspension Form	0*
5.2.10.	Statement of Confidentiality Form	0*
5.3.	Desirable Specifications	
5.3.1.	Internet Access References	10
5.3.2.	Internet Access Reliability	10
5.3.3.	Internet Access Experience	5
5.3.4.	Internet Access Certification	5
	Total Points without Oral Presentation/Interview	100
	Total (including 100 Points for Oral Presentation)	200

* Pass/Fail only. No points assigned.

Area 3	Voice Services	
	Factor	Possible Points
5.2	Mandatory Specifications	
5.2.3.	Authority to Provide Voice Services	0*
5.2.4.	Service Capability	20
5.2.5.	Cost	50
5.2.6.	Oral Presentation/Interview (if required)	100
5.2.7.	New Mexico Employees Health Insurance	0*
5.2.8.	Campaign Contribution Disclosure Form	0*
5.2.9.	Conflict of Interest and Debarment/Suspension Form	0*
5.2.10.	Statement of Confidentiality Form	0*
5.3.	Desirable Specifications	
5.3.1.	Voice Circuit References	10
5.3.2.	Voice Circuit Reliability	10
5.3.3.	Voice Circuit Experience	5
5.3.4.	Voice Circuit Certification	5
	Total Points without Oral Presentation/Interview	100
	Total (including 100 Points for Oral Presentation)	200

* Pass/Fail only. No points assigned.

5.2 Mandatory Specifications

FAILURE TO COMPLY WITH A MANDATORY SPECIFICATION WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL!

5.2.1 Authority to Provide Data Circuits

Pass/Fail only.

5.2.2 Authority to Provide Internet Access

Pass/Fail only.

5.2.3 Authority to Provide Data Voice Services

Pass/Fail only.

5.2.4 Service Capability

Points will be awarded based on demonstrated competence, credibility, and responsiveness in the past and can be reasonably expected to perform in a like manner in the future as it related to this RFP.

5.2.5 Cost

The evaluation of each Offeror's proposal cost will be conducted using the following formula:

$$\frac{\text{Lowest Responsible Offeror's Cost}}{\text{This Offeror's Cost}} \times 50 = \text{Awarded Points}$$

5.2.6 Oral Presentation/Interview (if required)

Points for oral presentation/interview will be awarded based upon an evaluation of qualifications of the proposed staff. Effective communication, technical knowledge, experience with similar contracts, and the quality of the responses to questions will be the principle criteria for the evaluation.

5.2.7 New Mexico Employee Health Coverage

Pass or fail.

5.2.8 Campaign Contribution Disclosure Form

Pass or fail.

5.2.9 Conflict of Interest and Debarment/Suspension Form

Pass or fail.

5.2.10 Statement of Confidentiality Form

Pass or fail.

5.3 Desired Specifications

FAILURE TO RESPOND TO A DESIRABLE REQUIREMENT WILL RESULT IN ZERO (0) POINTS BEING AWARDED FOR THAT SPECIFICATION.

5.3.1 Data Circuit, Internet Access and Voice Services References

Points will be awarded based on an evaluation of the responses to a series of questions that will be asked of the references concerning the quality of the Offeror's services for data circuits, internet access, and voice services, the level of satisfaction with the Offeror's overall performance in New Mexico, and the size of installation. The Evaluation Committee may call any or all of the references.

5.3.2 Data Circuits, Internet Access, and Voice Services Reliability

Points will be awarded based on the documented evidence in the Offeror's proposals as it relates standard service level agreements, reimbursements for outages, and responsiveness to repairs of data circuits, internet access, and voice services as it relates to the Request for Proposal.

5.3.3 Data Circuits, Internet Access and Voice Services Experience

Points will be awarded based on the documented evidence that Offeror can provide current services use by APS and indicate how APS will be notified when newer technologies or services become available in the evaluation of the proposed data circuit, internet access, and voice services experience and capability, as indicated in the resumes and experience narrative submitted. The key evaluation components include depth-related experience, total years of related experience, and applicable education and training.

5.3.4 Data Circuits, Internet Access and Voice Services Certification

Points will be awarded based on the documented evidence regarding certifications, statements, and warranties for data circuits, internet access and voice services as indicated in the certifications and experience narrative submitted. The key evaluation components include total years of related experience, and applicable education and training.

5.4 Evaluation Process

Offeror will be evaluated in general compliance with the provisions provided below.

5.4.1. All Offeror proposals will be reviewed for compliance with the mandatory requirements as stipulated in Section IV. Proposals deemed non-responsive will be eliminated from further consideration.

5.4.2 The Procurement Manager may at his or her option contact the Offeror for clarification of the response as specified in Section II.

5.4.3 The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II.

5.4.4 Responsive proposals will be evaluated on the factors in Section V which have been assigned a point value. If required, the responsible Offerors with the highest scores will be selected as Finalist Offerors based upon the proposals submitted. Finalist Offerors when asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly.

5.4.5 The responsible Offeror(s) whose proposal is most advantageous to APS, taking into consideration the evaluation factors in Section V, will be recommended for contract award.

5.4.6 Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

5.4.6.1 Determination of Finalist Offerors

A maximum total of 100 points are possible in scoring each area of the proposal for the shortlist evaluation. The Evaluation Committee will evaluate and score the proposals separately. In the event the committee determines oral presentations/interviews are needed, the evaluation points will be utilized to determine the shortlist for evaluations. APS will notify the shortlist finalists as to the date, time, and place that oral presentations/interviews will be conducted. Offerors that do not make the shortlist will also be notified.

If the Evaluation Committee determines that oral presentations/interview(s) will be held, the shortlist rankings will be weighted 40% and rankings from the interview will be weighted at 60% in determining final selections. The Offeror(s) with the highest scores will be awarded a contract.

5.4.6.2 Finalist Offerors Oral Presentation/Interviews

A maximum total of 200 points are possible in scoring Finalist Offerors in the oral presentation/interview process. If no oral presentation/interviews are conducted, each Finalist Offeror will not be awarded 100 points. If the Evaluation Committee determines that oral presentations/interview(s) will be held, the initial rankings by the Evaluation Committee will be weighted 40% and rankings from the oral presentation/interview(s) will be weighted 60% in determining the final selection. In the event, a second oral presentation/interview is required, the initial rankings by the Evaluation Committee will be weighted 40% replacing the original cost with the best and final cost and rankings from the oral presentation(s)/interview(s) will be averaged and weighted 60% in determining the final selection for a total of 100%. If needed, APS will instruct respondents on the process for a best and final offer.

5.4.6.3 Notice of Non-Responsiveness - For any proposal submitted which is deemed non-responsive; the Offeror will be notified in writing of such determination and the method for protesting the determination. (See Section II, paragraph C.)

5.4.6.4 Proposal Evaluation – The Evaluation Committee will review each Offerors’ proposal. Points will be allocated as outlined in Section 5.1 of this RFP by each member of the committee. Each member’s point total will be translated to a numeric ranking. The committee member rankings will be totaled and averaged to determine the overall ranking of the firms.

5.4.6.5 If fewer than three proposals are received, the Evaluation Committee may recommend award or reissue the RFP.

5.4.6.6 Shortlist ranking are weighted 40% and ranking from the oral presentations/interviews are weighted 60% in determining the final selection. The firm with the highest combined ranking (lowest numerical score) from the shortlist and oral presentation/interview shall be awarded the selection in their proposal.

5.4.6.7 In addition to the individual shortlist ranking, it should be noted here that the cost is also a factor. The formula will be as follows:

$$\frac{\text{Lowest Responsible Offeror's Cost}}{\text{This Offeror's Cost}} \times 50 \text{ Awarded Points}$$

The Lowest Responsive Offeror’s cost will be divided by the Offeror’s cost, and then multiplied by the number of available points in the evaluation process to arrive at the final ranking of Offerors.

5.4.6.8 Final Rankings – All committee rankings are public record and will be available for public inspection at APS Procurement Department after final award of contracts. Individual scores and rankings by each committee member shall be confidential. Ties in ranking by individual committee members and by collective committee rankings shall be scored using the sum of the ranking places, divided by the number of firms in a tie. The following is an example of scoring for a tie at first:

Scoring	Numerical Ranking
Firm A	Tie ($1^{\text{st}} + 2^{\text{nd}}/2 = 1.5$)
Firm B	Tie ($1^{\text{st}} + 2^{\text{nd}}/2 = 1.5$)
Firm C	3rd (= 3)

A tie for first, at the end of the final rankings after completion of evaluation of proposals shall be broken by separate ranking by the committee members, only ranking the firms involved in the tie. If a tie still exists after ranking only the tied firms, the tie shall be broken by the Chairman of the Evaluation Committee.

5.4.6.9 Point Calculations - All calculations of point standings, including any additional or deduction of points to Offeror submittals shall occur at a meeting of the Evaluation Committee with all members in attendance.

5.4.6.10 Notice of Award – The Procurement Department will notify all Finalist Offerors in writing of the final determination of the Evaluation Committee.

APPENDIX A

**REQUEST FOR PROPOSALS
ACKNOWLEDGEMENT OF RECEIPT FORM**

**RFP NO. 12-045GR-MC
COMMUNICATIONS SERVICES**

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Attachment J.

The acknowledgement of receipt must be signed and returned to the Procurement Manager no later than close of business on February 21, 2012. Only potential Offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all Offeror written questions and the Agency's written responses to those questions as well as RFP amendments if any are issued. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY MUST SIGN ALL RFPs. RFPs NOT SIGNED MAY BE CONSIDERED AS NON-RESPONSIVE AND WILL BE REJECTED.**

FIRM:_____

REPRESENTED BY:_____

TITLE:_____ **PHONE NO.:**_____

E-MAIL:_____ **FAX NO.:** _____

ADDRESS:_____

CITY: _____ **STATE:** _____ **ZIP CODE:**_____

SIGNATURE: _____ **DATE:**_____

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (circle one) intend to respond to this Request for Proposals.

*Gustavo Rossell
District Buyer
Albuquerque Public Schools
PO Box 25704
Albuquerque, NM 87125
Phone number (505) 878-6125
Fax number (505) 830-1161
E-mail: rossell@aps.edu*

APPENDIX B

LETTER OF TRANSMITTAL FORM (BINDER #1)

RFP #12-045GR-MC COMMUNICATIONS SERVICES

Item #1 to 4 EACH **MUST** BE RESPONDED TO, Failure to respond to all four items **WILL RESULT** IN THE DISQUALIFICATION OF THE PROPOSAL.

1. Identity (Name) and Mailing Address of the submitting organization:

2. For the Person authorized by the organization to contractually obligate the organization:

Name	
Title	
E-Mail Address	
Telephone/Fax number	

3. For the person authorized to negotiate the contract on behalf of the organization:

Name	
Title	
E-Mail Address	
Telephone/Fax number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone/Fax number	

- On behalf of the submitting organization named in Item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph 2.3.1.
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
- I acknowledge receipt of any and all amendments of this RFP.

Authorized Signature and Date (**Must** be **signed** by the person identified in Item #2, above.)

APPENDIX C

NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM

RFP #12-045GR-MC COMMUNICATIONS SERVICES

1. For all contracts solicited and awarded on or after February 10, 2012: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to:
 - (a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than April 1, 2012 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;
 - (b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than April 1, 2012 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;
 - (c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than April 1, 2012 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://insurenwnewmexico.state.nm.us/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

Signature of Offeror: _____ Date _____

APPENDIX D

COST RESPONSE FORM

**RFP #12-045GR-MC
COMMUNICATIONS SERVICES**

OFFEROR NAME_____

The Offeror listed on Page 34 and 35 and submits the following costs not including New Mexico Gross Receipts Tax for Communications Services for data circuits, internet access, and voice services to complete the requirements as outlined in this RFP for the Albuquerque Public Schools Technology Department.

Include any regulatory restrictions on provisioning or pricing of services (tariff, non-tariff services, or limited availability in geographic areas around Albuquerque). Include a chart showing bandwidth and monthly cost for all circuits (by type/speed if no distance charges). Descriptive data and literature may be included.

Discuss on a separate page how your costs are derived. Is it based on tariff or by other means? How will price increases/decreases be established? Note that APS requires the option of E-Rate discounted billing. Clearly identify items that are eligible for E-Rate and any that are not.

Clearly specify pricing differences for one-time cost as well as recurring costs exclusive of tax. If you do not choose to respond to all options, this will not disqualify your bid. Please be very specific as to your offer.

Points for cost will be determined on the cost for each category. Pricing may be provided for a wider range of bandwidths/services. However, prices **MUST** be provided for the bandwidths/services requested below.

APPENDIX D

COST RESPONSE FORM CONTINUED

**RFP #12-045GR-MC
COMMUNICATIONS SERVICES**

Area 1 – Data Circuits

ITEM	CATEGORY	ONE-TIME COST	MONTHLY RECURRING COST	TYPE	SIZE
1.	Installation of Data Circuits	\$_____	\$_____		
2.	Cost of End Equipment	\$_____	\$_____		
3.	Cost of Bandwidth 30-MBPS	\$_____	\$_____		
4.	Cost of Bandwidth 50-MBPS	\$_____	\$_____		
5.	Cost of Bandwidth 100-MBPS	\$_____	\$_____		
6.	Cost of Bandwidth 500-MBPS	\$_____	\$_____		
7.	Cost of Bandwidth 1-GBPS	\$_____	\$_____		
8.	Cost of Bandwidth 10-GBPS	\$_____	\$_____		

Additional sheets may be attached.

APPENDIX D

COST RESPONSE FORM CONTINUED

**RFP #12-045GR-MC
COMMUNICATIONS SERVICES**

Area 2 – Internet Access

ITEM	CATEGORY	ONE-TIME COST	MONTHLY RECURRING COST	TYPE	SIZE
1.	Installation of Internet Access	\$_____	\$_____		
2.	Circuit Charges	\$_____	\$_____		
3.	Bandwidth 1-GBPS	\$_____	\$_____		
4.	Bandwidth 2-GBPS	\$_____	\$_____		
5.	Bandwidth 5-GBPS	\$_____	\$_____		

Internet cost must include charges for bandwidths from 1-GBPS to 10-GBPS. Provide costs for circuit charges, installation (or any other onetime charges) for any equipment that must be replaced, and (optionally) Internet Access. Definitions will be considered as standard in the trade unless otherwise specified.

Additional sheets may be attached.

APPENDIX D

COST RESPONSE FORM CONTINUED

**RFP #12-045GR-MC
COMMUNICATIONS SERVICES**

Area 3 – Voice Circuits

ITE	CATEGORY	ONE-TIME COST	MONTHLY RECURRING COST	TYPE	SIZE
1.	Installation of Voice Circuits	\$_____	\$_____		
2.	DSS	\$_____	\$_____		
3.	DSI	\$_____	\$_____		
4.	DS3	\$_____	\$_____		
5.	ISDN/PRI	\$_____	\$_____		
6.	IFB (for POTS service	\$_____	\$_____		

Additional sheets may be attached.

Cost Proposal(s) must be submitted in Binder #2 only and identified with the Offeror's name and "COST PROPOSAL".

APPENDIX E

CAMPAIGN CONTRIBUTION DISCLOSURE FORM RFP #12-045GR-MC COMMUNICATIOS SERVICES

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to federal, statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law

or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY

DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

APPENDIX F

CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM

COMMUNICATIONS SERVICES RFP #12-045GR-MC

As utilized herein, the term "Vendor" shall mean that entity submitting a proposal to Albuquerque Public Schools in response to the above referenced request for proposals.

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge: No employee or board member of Albuquerque Public Schools (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Albuquerque Public Schools employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator: _____ List below the name(s) of any Albuquerque Public Schools employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor. _____

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The vendor agrees to provide immediate notice to Albuquerque Public School's Procurement Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named and that the information contained in this document is true and accurate to the best of their knowledge.

Signature: _____

Name of Person Signing (typed or printed): _____

Title: _____

Date: _____

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____

APPENDIX G

TECHNOLOGY DEPARTMENT

TERMS AND CONDITIONS

STATEMENT OF CONFIDENTIALITY

RFP #12-045GR-MC

COMMUNICATIONS SERVICES

The undersigned employee of/subcontractor to _____, hereinafter referred to as "Contractor", agrees, during the term of the Contract between Contractor and the Albuquerque Public Schools Technology Department (TD) and forever thereafter, to keep confidential all information and material provided by TD or otherwise acquired by the employee/subcontractor, excepting only such information as is already known to the public, and including any such information and material relating to any client, vendor, or other party transacting business with TD, and not to release, use or disclose the same except with the prior written permission of TD. This obligation shall survive the termination or cancellation of the Contract between Contractor and TD or of the undersigned's employment or affiliation with Contractor, even if occasioned by Contractor's breach or wrongful termination.

The undersigned recognizes that the disclosure of information may give rise to irreparable injury to APS, a client or customer of TD, or to the owner of such information, inadequately compensable in damages and that, accordingly, TD or such other party may seek and obtain injunctive relief against the breach or threatened breach of the within undertakings, in addition to any other legal remedies which may be available. The undersigned acknowledges that he or she may be personally subject to civil and/or criminal proceedings for such breach or threatened breach.

(Signature)

(Title)

(Date)

APPENDIX H

OFFEROR INFORMATION/SIGNATURE PAGE

**COMMUNICATIONS SERVICES
RFP #12-045GR-MC**

THE UNDERSIGNED AGREES TO FURNISH SERVICES AND MATERIALS AS REQUIRED BY THE TERMS AND CONDITIONS OF THIS PROPOSAL DURING THE TIME PERIOD SPECIFIED. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY MUST SIGN ALL RFPs. RFPs NOT SIGNED OR ILLEGIBLE WILL BE CONSIDERED NON-RESPONSIVE AND WILL BE REJECTED.**

PLEASE RETURN THIS PAGE COMPLETED IN FULL WITH YOUR PROPOSAL.

NAME OF FIRM OR OFFEROR

STREET ADDRESS

PO BOX

CITY/STATE/ZIP CODE

TELEPHONE NUMBER

FAX NUMBER

EMAIL ADDRESS

AUTHORIZED SIGNATURE

TYPE OR PRINT NAME OF ABOVE

TITLE

ALTERNATE CONTACT

STREET ADDRESS

PO BOX

CITY/STATE/ZIP CODE

TELEPHONE NUMBER

FAX NUMBER

EMAIL ADDRESS

ALTERNATE SIGNATURE

TYPE OR PRINT NAME OF ABOVE

TITLE

APPENDIX I

**SUBMITTALS CHECK OFF LIST
TELECOMMUNICATIONS SERVICES
RFP #12-045GR-MC**

	Appendix	Binder #1 Yes/No	Binder #2 Yes/No	Signed
1.	Acknowledgement of Receipt Form (Appendix A) (Can be faxed or emailed)		X _____	
2.	Letter of Transmittal Form (Appendix B)	X _____	X _____	
3.	New Mexico Employees Health Coverage Form (Appendix C)		X _____	
4.	Fee Response Form (Appendix D)		X _____	
5.	Campaign Contribution Disclosure Form (Appendix E)		X _____	
6.	Conflict of Interest and Debarment Form (Appendix F)		X _____	
7.	Statement of Confidentiality Form (Appendix G)		X _____	
8.	Offeror Information/Signature Page (Appendix H)		X _____	
9.	Submittal Check off List (Appendix I)		X _____	
10.	Location Index (Appendix J)		X _____	
11.	Addendum(s) (if applicable) (E-mail replies are unacceptable in this case.)		X _____	
12.	Verified all pages are numbered and included in each individual binder.	X _____	X _____	

Note: All original appendices must be included in Binder #2 except as noted above. Appendices not included in Binder #1 or #2 will be considered non-responsive and may be rejected.

Documents must be in a sealed envelope(s)/box(s) identified with RFP name, number, company name, address, city state, ZIP code, due date and time of proposal.

Offeror Company Name

Authorized Printed Name

Authorized Signature

Date

APPENDIX J

LOCATION INDEX COMMUNICATIONS SERVICES RFP #12-045GR-MC

	Total # of Sites
Admin & Other	19
Elementary Schools	89
Middle Schools	27
High Schools	13
Totals:	148

Admin Sites	Address	Data	Voice
Data Center (1)	725 University	1000Mbps	DS3
Data Center (1)	725 University	1000Mbps	
Data Center (1)	725 University	1000Mbps	
DLITS/RDA building	930-A Oak Street SE	1000Mbps	3-Advanced
DLITS/RDA building	930-A Oak Street SE	1000Mbps	
DLITS/RDA building	930-A Oak Street SE	1000Mbps	
DLITS/RDA building	930-A Oak Street SE	1000Mbps	
DLITS/RDA building	930-A Oak Street SE	1000Mbps	
DLITS/RDA building	930-A Oak Street SE	1000Mbps	
DLITS/RDA building	930-A Oak Street SE	1000Mbps	
Administration	6400 Uptown	200 Mbps	DS3
M&O Complex	915 Oak Street SE	1000Mbps	POTS
AZTEC COMPLEX	2611 Eubank	100 Mbps	T-1
CEC	807 MOUNTAIN RD NE	100 Mbps	POTS
CORONADO CMLPX	601 4 S W	50 Mbps	ISDN/PRI
FOOD SERVICES	720 RANKIN RD NE	50 Mbps	ISDN/PRI
FOOD SERVICES	1000 Innovation Pkwy SE	50 Mbps	ISDN/PRI
JUVENILE DET CNTR	5100 2 N W	20 Mbps	
KANW RADIO	2020 COAL AV S E	50 Mbps	POTS
MONTGOMERY CMLPX	3315 LOUISIANNA BLVD	100 Mbps	T-1
NEW FUTURES	5400 CUTLER NE	100 Mbps	ISDN/PRI
SCHOOL ON WHEELS	129 HARTLINE RD SW	50 Mbps	POTS
SCHOOL ON WHEELS #2	6440 Western Trail NW	50 Mbps	POTS
Family School	3303 Monroe	50 Mbps	T-1
Family School East	3000 Adams St NE	50 Mbps	T-1
LEED Silver	8800 Eucariz Ave SW	50 Mbps	POTS
Access Program	1730 University	50 Mbps	T-1

APPENDIX J

**LOCATION INDEX CONTINUED
COMMUNICATIONS SERVICES
RFP #12-045GR-MC**

Elementary School, Location	Data	Voice
7 Bar-4501 Seven Bar Loop NW	30 Mbps	T-1
A. Montoya-24 Public School Road	30 Mbps	POTS
Acoma-11800 Princess Jeanne NE	30 Mbps	POTS
Adobe Acres-1724 Camino Del Valle SW	30 Mbps	T-1
Alameda-412 Alameda Road NW	30 Mbps	POTS
Alamosa-6500 Sunset Gardens Rd. SW	30 Mbps	T-1
Alvarado-1100 Solar Road NW-	30 Mbps	POTS
Apache-12800 Copper Street NE	30 Mbps	POTS
Armijo-1440 Gatewood Road SW	30 Mbps	T-1
Arroyo Del Oso-6504 Harper NE	30 Mbps	ISDN/PRI
Atrisco-1201 Atrisco Road SW	30 Mbps	T-1
Bandelier-3309 Pershing Street SE	30 Mbps	POTS
Barcelona-2311 Barcelona Road SW	30 Mbps	T-1
Bel-Air-4725 Candelaria Road NE	30 Mbps	T-1
Bellehaven-8701 Princess Jeanne St. NE	30 Mbps	POTS
Carlos Rey-1215 Cerrillos Road SW	30 Mbps	POTS
Chamiza-5401 Homestead Circle NW	30 Mbps	POTS
Chaparral-6325 Milne Road NW	30 Mbps	POTS
Chelwood-12701 Constitution Ave. NE	30 Mbps	T-1
Cochiti-3100 San Isidro Road NW	30 Mbps	T-1
Collet Park-2100 Morris Street NE	30 Mbps	POTS
Comanche-3505 Pennsylvania St. NE	30 Mbps	POTS
Corrales-200 Target Road	30 Mbps	T-1
Dennis Chavez-7500 Barstow NE	30 Mbps	POTS
Dolores Gonzales-900 Atlantic Street SW	30 Mbps	T-1
Double Eagle-8901 Lowell NE	30 Mbps	POTS
Duranes-2436 Zickert Road NW	30 Mbps	T-1
E. G. Ross-6700 Palomas NE	30 Mbps	POTS
East San Jose-415 Thaxton Avenue SE	30 Mbps	T-1
Edward Gonzales-554 90th Street SW	30 Mbps	T-1
Emerson-620 Georgia Street SE	30 Mbps	T-1
Eubank-9717 Indian School Road NE	30 Mbps	T-1
Eugene Field-700 Edith Blvd. SE	30 Mbps	T-1

Georgia O'Keeffe-11701 San Victorio NE	30 Mbps	ISDN/PRI
Governor Bent-5700 Hendrix Road NE	30 Mbps	T-1
Griegos-4040 San Isidro NW	30 Mbps	T-1
H. Humphrey-9801 Academy Hills Dr. NE	30 Mbps	POTS
Hawthorne-420 Gen. Somervell St. NE	30 Mbps	T-1
Hodgin-3801 Morningside Drive NE	30 Mbps	T-1
Inez-1700 Pennsylvania Street NE	30 Mbps	POTS
John Baker-12015 Tivoli Street NE	30 Mbps	ISDN/PRI
Kirtland-3530 Gibson Blvd. SE	30 Mbps	T-1
Kit Carson-1921 Byron Avenue SW	30 Mbps	T-1
La Luz-225 Griegos Road NW	30 Mbps	T-1
La Mesa-7500 Copper Avenue NE	30 Mbps	T-1
Lavaland-501 57th Street NW	30 Mbps	T-1
Lew Wallace-513 6th Street NW	30 Mbps	POTS
Longfellow-400 Edith NE	30 Mbps	T-1
Los Padillas-2525 Los Padillas Road SW	30 Mbps	T-1
Los Ranchos-7609 Fourth Street NW	30 Mbps	T-1
Lowell-1700 Sunshine Terrace SE	30 Mbps	T-1
M. A. Binford-1400 Corriz SW	30 Mbps	T-1
MacArthur-1100 MacArthur Rd. NW	30 Mbps	POTS
Manzano Mesa-801 Elizabeth St., NE	30 Mbps	T-1
Marie M. Hughes-5701 Mojave NW	30 Mbps	POTS
Mark Twain-6316 Constitution Ave. NE	30 Mbps	POTS
Matheson Park-10809 Lexington Street NE	30 Mbps	POTS
McCollum-10900 San Jacinto NE	30 Mbps	T-1
Mission Avenue-725 Mission Avenue NE	30 Mbps	T-1
Mitchell-10121 Comanche Rd. NE-	30 Mbps	POTS
Monte Vista-3211 Monte Vista Blvd. NE	30 Mbps	POTS
Montezuma-1616 Richmond Dr. NE	30 Mbps	ISDN/PRI
Mountain View-5317 Second Street SW	30 Mbps	T-1
Navajo-2936 Hughes Road SW	30 Mbps	T-1
North Star-9301 Ventura NE	30 Mbps	T-1
Ocate-12415 Brentwood Hills NE	30 Mbps	POTS
Osuna-4715 Moon Street NE	30 Mbps	POTS
Painted Sky-8101 Gavin Dr. NW	30 Mbps	POTS
Pajarito-2701 Don Felipe SW	30 Mbps	T-1
Petroglyph-5100 Marna Lynn Ave. NW	30 Mbps	POTS
Reginald Chavez-2700 Mountain Rd NW	30 Mbps	T-1
Susie R. Marmon-6401 Iliff Road NW	30 Mbps	T-1
S. Y. Jackson-4720 Cairo Drive NE	30 Mbps	POTS
San Antonito-12555 North Hwy. 14	30 Mbps	POTS

Sandia Base-21001 Wyoming SE - KAFB East	30 Mbps	POTS
Sierra Vista-10220 Paseo del Norte NW	30 Mbps	T-1
Sombra Del Monte-9110 Shoshone Road NE	30 Mbps	ISDN/PRI
Tomasita-701 Tomasita Street NE	30 Mbps	T-1
Valle Vista-1700 Mae Avenue SW	30 Mbps	T-1
Ventana Ranch-6801 Ventana Village Rd	30 Mbps	T-1
Wherry-Bldg. 25000- KAFB East	30 Mbps	T-1
Whittier-1110 Quincy Street SE	30 Mbps	T-1
Zia-440 Jefferson St. NE	30 Mbps	T-1
Zuni-6300 Claremont Avenue NE	30 Mbps	POTS
Tierra Antigua ES-8121 Rainbow Blvd NW	30 Mbps	ISDN/PRI
Sunset ES-6100 Paradise Blvd	30 Mbps	ISDN/PRI
Coronado ES-601 4th St SW	30 Mbps	ISDN/PRI
Helen Cordero ES- 8800 Eucariz Dr., SW	30 Mbps	ISDN/PRI
Rudolfo Anaya ES (Prototype 3) -2800 Vermejo Park Dr. SW	30 Mbps	ISDN/PRI

APPENDIX J

**LOCATION INDEX CONTINUED
COMMUNICATIONS SERVICES
RFP #12-045GR-MC**

Middle School/Locations	Data	Voice
Cleveland-6910 Natalie St. NE	50 Mbps	T-1
Desert Ridge-8400 Barstow NE	50 Mbps	POTS
Eisenhower-11001 Camero Rd. NE	50 Mbps	POTS
Ernie Pyle-1820 Valdora Drive SW	50 Mbps	T-1
Garfield-3501 Sixth Street NW	50 Mbps	T-1
Grant-1111 Easterday NE	50 Mbps	T-1
Harrison-3912 Isleta Blvd. SW	50 Mbps	T-1
Hayes-1100 Texas St. NE	50 Mbps	T-1
Hoover-12015 Tivoli NE	50 Mbps	POTS
Jackson-10600 Indian School Rd. NE	50 Mbps	POTS
James Monroe-6100 Paradise Blvd NW	50 Mbps	T-1
Jefferson-712 Girard Blvd. NE	50 Mbps	POTS
Jimmy Carter-8901 Bluewater NW	50 Mbps	Advanced
John Adams-5401 Glenrio Road NW	50 Mbps	T-1
Kennedy-721 Tomasita NE	50 Mbps	T-1
L.B. Johnson-6811 Taylor Ranch Dr. NW	50 Mbps	POTS
Madison-3501 Moon St. NE	50 Mbps	T-1
McKinley-4500 Comanche Road NE	50 Mbps	ISDN/PRI
Polk-2220 Raymac Road SW	50 Mbps	T-1
Roosevelt-11799 State Highway 14S	50 Mbps	POTS
Taft-620 Schulte Road NW	50 Mbps	T-1
Taylor-8200 Guadalupe Trail NW	50 Mbps	T-1
Truman-9400 Benavides Road SW	50 Mbps	T-1
Van Buren-700 Louisiana Blvd. SE	50 Mbps	T-1
Washington-1101 Park SW	50 Mbps	T-1
Wilson-1138 Cardenas Drive SE	50 Mbps	T-1
Tony Hillerman MS-8101 Rainbow Blvd NW	50 Mbps	ISDN/PRI

APPENDIX J

**LOCATION INDEX CONTINUED
COMMUNICATIONS SERVICES
RFP #12-045GR-MC**

High Schools	Address	Data	Voice
Albuquerque	800 Odelia Rd. NE	100 Mbps	ISDN/PRI
Cibola	1510 Ellison Drive NW	100 Mbps	T-1 x 2
Del Norte	5323 Montgomery Blvd. NE	100 Mbps	POTS
Eldorado	11300 Montgomery Blvd NE	100 Mbps	T-1 x 2
Highland	4700 Coal Avenue SE	100 Mbps	T-1 x 2
La Cueva	7801 Wilshire NE	100 Mbps	T-1 x 2
Manzano	12200 Lomas Blvd. NE	100 Mbps	ISDN/PRI
Rio Grande	2300 Arenal Road SW	100 Mbps	T-1 x 2
Sandia	7801 Candelaria NE	100 Mbps	ISDN/PRI
Valley	1505 Candelaria Rd. NW	100 Mbps	T-1 x 2
West Mesa	6701 Fortuna Rd. NW	100 Mbps	T-1 x 2
Volcano Vista High School	8100 Rainbow Blvd, NW	100 Mbps	ISDN/PRI
Atrisco Heritage	10800 Dennis Chaves Blvd	100 Mbps	ISDN/PRI